



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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January 08, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 January 8, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**INTEGRATED REGIONAL WATER MANAGEMENT PLAN FOR GREATER
LOS ANGELES COUNTY REGION ACCEPTANCE OF PROPOSITION 84,
IMPLEMENTATION GRANT FROM THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to accept the \$25.6 million Proposition 84 Implementation Grant from the California Department of Water Resources on behalf of the Local Project Sponsors to partially fund the construction of 13 projects and to negotiate and execute a Grant Agreement with the Department of Water Resources.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Accept the \$25.6 million Proposition 84 Implementation Grant from the California Department of Water Resources on behalf of Local Project Sponsors to partially fund the construction of 13 projects to be implemented by Local Project Sponsors in the Greater Los Angeles Integrated Water Management Region. Upon the Board's acceptance of the grant, authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to negotiate and execute a Grant Agreement with the California Department of Water Resources.

2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to act as agent for the Los Angeles County Flood Control District to execute amendments to the Grant Agreement as may be necessary to complete the projects, including extensions of time, minor changes in project scope, and alterations in the project budget or grant amount of up to 10 percent.
3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to negotiate and execute a Memorandum of Understanding with each of the Local Project Sponsors that will establish responsibilities and liabilities between the Los Angeles County Flood Control District, Local Project Sponsors, and the California Department of Water Resources regarding the grant and its related projects.
4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to accept 2.5 percent of the State grant reimbursements from each Local Project Sponsor, not to exceed \$640,000 total to provide technical and contract management staff support to administer the grant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In November 2006, the voters of California enacted the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Proposition 84), adding provisions to the California Water Code. Public Resources Code, Sections 75001-75130, authorizes the Legislature to appropriate \$1 billion for the California Department of Water Resources' (DWR) Integrated Regional Water Management (IRWM) Program. The intent of the IRWM Program is to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and reduce dependence on imported water.

On September 14, 2010, under Agenda Item No. 31, the Board adopted a Resolution delegating authority to the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to file an application in the amount of \$22 million on behalf of local entities in the Greater Los Angeles County IRWM Region, for Proposition 84 implementation grant funds to partially fund 13 non-LACFCD projects. The Resolution also designated the Chief Engineer of the LACFCD or her designee to act as the authorized representative of the LACFCD when conducting business with the DWR on any and all matters related to this grant. Subsequent to the Board's adoption of the Resolution in September 2010, Senate Bill No. 855 passed on October 19, 2010, and appropriated additional Proposition 84 funding that was made available for the current round of grant solicitation. The DWR consequently issued an addendum to the grant guidelines that doubled the maximum grant amount that the IRWM regions can compete for. The LACFCD has committed to leveraging local costs and maximizing all available resources; therefore, the LACFCD deemed that pursuing this additional funding was in the interest of the region and tantamount to the advancement of much needed water resources projects. The LACFCD, in turn, decided to increase the amount from \$22 million to \$32 million by increasing the grant requests for each of the 13 projects, on behalf of the Local Project Sponsors (LPSs) for each of these projects.

The September 2010 Board letter also indicated that when the grant is awarded, staff would return to the Board for authority to accept the grant funds and to request authority to negotiate and execute a Memorandum of Understanding (MOU) with each entity responsible for the planning and construction of each project.

On August 16, 2011, the DWR announced that the Greater Los Angeles County IRWM Region was awarded the \$25.6 million grant.

The purpose of the recommended actions includes the acceptance of the \$25.6 million Proposition 84 Grant from DWR on behalf of the LPS to partially fund the construction of 13 projects. Approval of this recommendation would also authorize the Chief Engineer of the LACFCD or her designee to negotiate and execute a Grant Agreement with DWR (Enclosure A). The Grant Agreement from DWR (Enclosure A) designates the State as the Grantor, the LACFCD as the Grantee, and the entities that implement the projects as LPS or collectively, LPSs. Although not signatories to the Grant Agreement with DWR, the LPSs are acknowledged in the Grant Agreement as acting on behalf of the grantee in fulfillment of certain grantee responsibilities as specified in the Grant Agreement.

The recommended actions would also authorize the Chief Engineer of the LACFCD or her designee to act as agent for the LACFCD when requesting payment or grant reimbursements and executing amendments to the Grant Agreement with DWR as may be necessary to complete the projects, including extensions of time, minor changes in project scope, and alterations in the project budget or Grant amount of up to 10 percent subject to approval of such documents by County Counsel.

The recommended actions would also authorize the Chief Engineer of the LACFCD or her designee to negotiate and execute a MOU substantially similar to the enclosed MOU (Enclosure B), with each of the LPSs that will establish responsibilities and liabilities between the LACFCD, LPSs, and DWR regarding the Grant and its related projects as required by the DWR.

Finally, the recommended actions would authorize the LACFCD to accept 2.5 percent of the State grant reimbursements from each LPS, not to exceed \$640,000 total, and use the funds to provide technical and contract management staff support to administer the Grant.

Implementation of Strategic Plan Goals

The Countywide Strategic plan directs the provisions of Operational Effectiveness (Goal 1) with Fiscal Sustainability (Goal 2) by actively seeking grant funds to augment the County's funding sources and Integrated Services Delivery (Goal 3) since securing grant funds and the implementing projects using grant funds would leverage resources and improve the quality of life for the ratepayers of the LACFCD.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The estimated total cost of implementing the 13 projects is approximately \$121,892,371 million of which \$25.6 million will be reimbursed by the Grant. The remaining balance estimated at \$96,292,371 will come from the LPSs matching funds. In order to provide the necessary accountability of the disposition of the Grant funds, the LACFCD will be coordinating with the Auditor-Controller to establish a trust account to deposit the Grant receipts from the DWR and to record grant reimbursements to the LPS. Upon reimbursement of grant funds by the DWR; the LACFCD will receive 2.5 percent, or up to \$640,000, to offset the costs of grant administration.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

None of the projects included in the Grant application submitted are sponsored by the LACFCD. The LACFCD's role will be limited to the administration of the Grant including, but not limited to, submitting progress reports and reimbursement requests to DWR on behalf of the LPS.

As the grantee to this Agreement, the LACFCD will be fully accountable for all projects and required to be fully responsible to the State for all aspects of the 13 projects from design and continuing for the useful life of construction and implementation of each project. The Grant Agreement stipulates that the LACFCD, as the Grantee, shall assign LPS to act on its behalf for the purposes of individual project management, oversight, compliance, and operations and maintenance. The LPS shall act on behalf of Grantee in the fulfillment of Grantee responsibilities where specified in the Grant Agreement.

A brief description of the projects, which identifies the LPS and respective funding allocations for the projects is included as Enclosure C. The LPS is the entity that will execute the MOU with the LACFCD and is responsible for implementing the project as described in the Grant Agreement. The LPS may collaborate with other entities for project implementation, but maintains full accountability for the project.

The Grant Agreement requires that all LPSs be contractually required to comply with the Grant Agreement for their respective project(s) and that the State may withhold all or a portion of the grant funds, seek repayment of the grant funds with interest, or take any other action that it deems necessary in the event that the State determines that any project is not constructed, operated, or maintained in accordance with the Grant Agreement. The responsibilities and liabilities assigned to the LACFCD in the Grant Agreement, which are directly related to the development, construction, maintenance, and postconstruction monitoring and operation, will be passed on to each LPS by an MOU (Enclosure B) between the LACFCD and each LPS. Under each MOU, the LACFCD will remain responsible for the grant administration, management, and oversight activities related to each of the projects. If an LPS does not execute the MOU, the DWR will not hold the LACFCD accountable for the LPS' project and may reduce the grant amount accordingly per language in the Grant Agreement.

Because the State was not willing to negotiate the significant responsibilities assumed by the LACFCD under the Grant Agreement nor directly execute separate agreements with each LPS for their respective projects or a Multiparty Agreement, the LACFCD will utilize the MOU with each LPS to pass down all responsibilities from design through operation of each project and thereby shield itself from liability to the greatest possible extent.

The DWR indicates in the July 2012 Draft Proposition 84 Guidelines that it will award similar grants to other IRWM regions throughout the State and intends to enter into the same Grant Agreements with a sole entity as grantee in those regions. The LACFCD, as the only entity that has jurisdiction over the entire Los Angeles County Region and as a highly respected leader in flood control was requested by the region's IRWM participants to serve as the lead entity for the region. The LACFCD is currently the Chair of the decision making body of the Greater Los Angeles County IRWM Region and as such, is in a position to provide leadership and guidance to the effort.

Furthermore, securing the \$25.6 million in grant funds will go a long way in encouraging integrated regional strategies for the management of water resources and implementing much needed projects. These projects will protect local communities in the region from drought, improve water reliability,

protect and improve water quality, and improve local water security by reducing dependence on imported water.

To simplify accounting and to prevent the mixing of grant funds with other funds, the LACFCD, working with the County Auditor-Controller, will establish independent individual accounts to receive and disburse grant funds from the DWR to the LPS.

The LACFCD will provide staff support for grant administration and management as well as project oversight under the Grant Agreement. To cover the estimated cost of these services, the MOU will require that each LPS allow the LACFCD to retain 2.5 percent of the total grant paid by the DWR (up to \$640,000).

The enclosed MOU (Enclosure B) between the LACFCD and each of the LPS has been reviewed and approved as to form by County Counsel. The final MOU will be substantially similar to the enclosed MOU (Enclosure B) and will be approved as to form by County Counsel prior to execution by the Chief Engineer of the LACFCD or her designee.

The final Grant Agreement with the DWR will be substantially similar to the enclosed Agreement (Enclosure A) and will be approved as to form by County Counsel prior to execution by the Chief Engineer of the LACFCD or her designee.

A Grant Management Statement for the overall \$25.6 million Proposition 84 Grant is enclosed for your review (Enclosure C), in fulfillment of your July 11, 2000, requirement that County departments prepare a Grant Management Statement prior to acceptance of grants of \$100,000 or more.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. Execution of the Grant Agreement with DWR and MOUs with each LPS is an administrative activity of government, which will not result in direct or indirect physical changes to the environment. The Grant Agreement, incorporated into the MOU between the LACFCD and each LPS, requires that the Grantee and LPSs shall be responsible for compliance with CEQA prior to the disbursement of funds by the DWR. Work that is subject to CEQA and/or environmental permitting may not proceed under the Grant Agreement until the LACFCD receives written concurrence from the State of the LPSs CEQA documents and State notice of verification of environmental permits submittal. The MOU for each of the 13 non-LACFCD projects requires each LPS to comply with the requirements of CEQA as to its project(s), including preparation and approval of appropriate environmental documents prior to the commencement of construction or implementation activities, and indemnifies the LACFCD against any claims of CEQA violations.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no adverse impact on current services. The \$25.6 million in grant funds will enable the LPSs to implement projects that will go a long way to encourage integrated regional strategies for the management of water resources. In addition, these projects will protect communities in the Greater Los Angeles County IRWM Region from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.

CONCLUSION

Please return three adopted copies of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GH:sw

Enclosures

c: Auditor-Controller
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

Enclosure A

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND AGREEMENT NUMBER 4600009706
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "**State**" and the **Los Angeles County Flood Control District**, a public agency, in the County of Los Angeles, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "**Grantee**", which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Greater Los Angeles County Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "**IRWM Program.**"
2. **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on **December 30, 2017** or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. **GRANT AMOUNT.** The maximum amount payable by State under this Grant Agreement shall not exceed **\$25,600,000.00**. Of the total grant amount, not less than **\$1,072,880.00** shall be expended to urban and agricultural water conservation projects in the IRWM effort funded by this Grant Agreement.
4. **GRANTEE COST SHARE.** The reasonable costs for this Agreement are estimated to be **\$121,892,371.00**. Grantee shall provide a Grantee Cost Share (Funding Match) in the amount of at least 25% (unless a Disadvantaged Community project waiver is granted) of the total project cost. Grantee's Funding Match is estimated to be **\$95,059,687.00**. Grantee's Funding Match may include cost share performed after September 30, 2008.
5. **GRANTEE'S RESPONSIBILITY.** Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.
6. **LOCAL PROJECT SPONSOR'S RESPONSIBILITY.** Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Greater Los Angeles County IRWM Project Implementation grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. **BASIC CONDITIONS.** State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
 - a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
 - b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
 - c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.
 - d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.

- e) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."
- f) Grantee submits all deliverables as specified in this Paragraph of this Grant Agreement and Work Plan in Exhibit A.
- g) Since the Grantee's IRWM region (region) receives water supplied from the Sacramento-San Joaquin Delta (Delta), then the region's IRWM Plan (existing or any future update) must help reduce dependence on the Delta for water supply.
- h) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit to the State the following:
 - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - ii. Documents that satisfy the CEQA process are received by the State,
 - iii. State has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (ex. construction or implementation activities) for which it is required. Therefore, the Grantee should get concurrence from DWR on CEQA before beginning any of the work that is subject to CEQA. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.
 - 3) For each project included in this Grant Agreement a monitoring plan as required by Paragraph 22, "Project Monitoring Plan Requirements."

- 8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. For each project, funds will be disbursed by State in response to each approved invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
- 9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date of grant award, **August 16, 2011**, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.

- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs.
- i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e. Funding Match)
- l) Overhead not directly related to project costs.

10. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the IRWM Program or program contracts during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
- c) Appropriate receipts and reports for all costs incurred.
- d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - 5) Original signature and date (in ink) of Grantee's Project Manager.

As the Project will include relatively high cost share amounts (estimated at 77% of the total project cost), Grantee's cost share has been divided into "Required Cost Share" and "Additional Cost Share" as documented in Exhibit C. Required Cost Share means twenty five percent of the total project cost and reporting is mandatory. Additional Cost Share means any cost share exceeding 25% and reporting is not mandatory. Grantee is required to maintain records of all cost share (Required and Additional), but Grantee is only responsible for providing documentation to the State to substantiate the Required Cost Share amount (i.e. 25%) unless otherwise requested by State. Retention will not be released until the entire project is complete (grant share, required, and total cost share).

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Southern Region Office
770 Fairmont Avenue, Suite 102
Glendale, CA 91203-1035
Attention: Abi Aderonmu

11. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests. State may require the Grantee to immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 13, "Default Provisions."

If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:
- Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et seq.*)
 - For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
 - Reporting of status of IRWM Plan Update as described in Exhibit E under the heading "Quarterly Progress Report."
13. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - Making any false warranty, representation, or statement with respect to this Grant Agreement.
 - Failure to operate or maintain projects in accordance with this Grant Agreement.
 - Failure to make any remittance required by this Grant Agreement.
 - Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.
 - Failure to comply with Labor Compliance Program (LCP) requirements.
 - Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State may do any or all of the following:

- Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
 - Terminate any obligation to make future payments to Grantee.
 - Terminate the Grant Agreement.
 - Take any other action that it deems necessary to protect its interests.
14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 *et seq.*) and

other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A.

15. RELATIONSHIP OF PARTIES. Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the Greater Los Angeles County IRWM Program. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.
16. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Grantee warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects.
17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A is a requirement for the release of any funds retained for such project.
 - Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager as specified in Exhibit E. Quarterly Progress Reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to DWR no later than 90 days from the date of execution of the agreement with future reports then due on successive three month increments based on the invoicing schedule and this date.
 - Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
 - Post-Performance Reports: Grantee shall submit a Post-Performance Report for each project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first

operational year of a project has elapsed. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.

18. IRWM PROGRAM PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
19. LABOR COMPLIANCE. Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these *Guidelines*, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.
20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."
21. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
22. PROJECT MONITORING PLAN REQUIREMENTS. The Grant Agreement work plan should contain activities to develop and submit to State a monitoring plan for each project contained in this Grant Agreement. Monitoring plan can be for the entire Proposal or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:
 - a) Baseline conditions.
 - b) Brief discussion of monitoring systems to be utilized.
 - c) Methodology of monitoring.
 - d) Frequency of monitoring.
 - e) Location of monitoring points.

A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. See Exhibit G ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.

23. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. See Exhibit H for guidance on Agreement Amendment requirements.
 - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - c) Completion of work on a project shall include final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Grantee has acknowledged authorization to enter into a cost sharing partnership agreement as documented in Exhibit I. The Project Representatives during the term of this Grant Agreement is as follows.

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

Los Angeles County Flood Control District
Gail Farber
Chief Engineer
900 South Fremont Avenue
Alhambra, CA 91803-1331
Phone: (626) 458-4002
e-mail: GFARBER@dpw.lacounty.gov

Direct all inquiries to the Project Manager:

Department of Water Resources
Abi Aderonmu
Division of Integrated Regional
Water Management

Los Angeles County Flood Control District
Phil Doudar
Los Angeles County Flood Control District
900 South Fremont Avenue

Southern Region Office
770 Fairmont Avenue, Suite 102
Glendale, CA 91203-1035
Phone: (818) 500-1645x248
e-mail: aaderonm@water.ca.gov

Alhambra, CA 91803-1331
Phone: (626) 458-4393
e-mail: pdoudar@dpw.lacounty.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Schedule
Exhibit C – Budget
Exhibit D – Standard Conditions
Exhibit E – Report Formats and Requirements
Exhibit F – Local Project Sponsors
Exhibit G – Requirements for Data Submittal
Exhibit H – Guidelines for Grantees
Exhibit I – Grantee Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Paula J. Landis, P.E., Chief
Division of Integrated Regional Water
Management

Date_____

Gail Farber
Chief Engineer

Date_____

Approved as to Legal Form and Sufficiency

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date_____

By_____
Deputy

Date_____

Sign
Here

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as AGREEMENT), is made and entered into as of the date of the last Party signature set forth below between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as LACFCD), _____ (hereinafter referred to as Local Project Sponsor (LPS)). The LACFCD and LPS are hereinafter referred to as Parties or, each individually, as Party for the following project: _____ (hereinafter referred to as Project(s)). The requested grant amount for the Project is \$ _____.

WITNESSETH

WHEREAS, in November 2006, the voters of California enacted the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act, (hereinafter referred to as Proposition 84), adding provisions to the California Public Resources Code; and

WHEREAS, Proposition 84, commencing with Public Resources Code Section 75026 et seq., authorizes the Legislature to appropriate One Billion and 00/100 Dollars (\$1,000,000,000.00) for Integrated Regional Water Management (hereinafter referred to as IRWM) plans and projects (water resources-related projects that address water supply, water quality, and habitat/open space needs in a region); and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as DWR) issued Proposition 84 IRWM Grant Program Guidelines (hereinafter referred to as Guidelines) in August 2010, to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 84 grants under the IRWM Grant Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as a City, County, City and County, LACFCD, Joint Powers Authority, State agency or Department, or other political subdivision of the State, and nonprofit organizations defined as any California corporation organized under Sections 501(c)(3), 501(c)(4), or 501(c)(5) of the Federal Internal Revenue Code. Other entities that are part of the Regional Water Management Group responsible for applying for the grant may perform work funded by the grant; and

WHEREAS, under the Guidelines, the IRWM Grant Program consists of two separate solicitations: (1) planning grants and (2) implementation grants. Implementation grant proposals must be submitted by an IRWM Region that was accepted into DWR'S IRWM Grant Program through the 2009 Region Acceptance Process and must:

(1) document adoption of an IRWM Plan (hereinafter referred to as Plan) prior to September 30, 2008, (2) enter into an agreement with DWR to update, within two years of the execution of the agreement, the IRWM Plan to meet the IRWM Plan standards contained in the 2010 Guidelines, (3) describe specific implementation projects for which funding is being requested, and (4) identify matching funding; and

WHEREAS, the Plan for the Greater Los Angeles County Region (hereinafter referred to as Region) was adopted on December 13, 2006 and will facilitate a regional approach to watershed management by establishing collaborative efforts across the watersheds within the Region; and

WHEREAS, the Region was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process in September 2009.

WHEREAS, the Region's IRWM Group which includes the Region's participating local entities and the LPSs identified in Exhibit F of the Grant Agreement, designated LACFCD as the regional entity to apply for grant funds on behalf of all proposed projects for the Region, through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included thirteen (13) separate projects sponsored by the following local entities, solely or jointly, (the projects are identified in Exhibit F to the Grant Agreement between DWR and LACFCD, which Grant Agreement including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A): The City of Calabasas, City of Hawthorne, City of Los Angeles Department of Public Works, Bureau of Sanitation, City of Los Angeles Department of Water and Power, City of Pasadena, City of Rolling Hills Estates, City of Santa Monica, Covina Irrigating Company, Three Valleys Municipal Water District, West Basin Municipal Water District, and Water Replenishment District;

WHEREAS, for IRWM projects funded under the implementation grant that will be implemented with the participation of more than one entity, Parties agree that the LPS will be a single entity that is responsible for implementation of the Project and which has the authority to enter into this Agreement on behalf of all entities participating in the Project(s).

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including the Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD, submits required information, including reports, notices and notifications, to LACFCD and provides any documentation and information requested or required under this Agreement or the Grant Agreement by LACFCD with respect to the implementation of the Project. In the event that the Project is to be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other entities to confirm the authority of LPS to enter into this Agreement on their behalf, and that each of the other entities agrees to defend, indemnify and hold harmless LACFCD to the same extent as the LPS provides to LACFCD in this AGREEMENT. Further, each entity participating in a Project acknowledges full responsibility for the implementation of the Project, including all

responsibilities identified in this Agreement as well as the Grant Agreement and commits to the fulfillment of their respective obligations with respect to the Project. As to LACFCD, LPS remains solely responsible for all aspects of the Project; and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Twenty-five Million, Six Hundred Thousand and 00/100 Dollars (\$25,600,000.00) to the LACFCD on behalf of the Region's LPSs; and

WHEREAS, DWR has indicated that it will enter into an agreement (hereinafter referred to as Grant Agreement) with LACFCD, for the administration of the implementation grant funds with respect to the 13 projects, including LPS's Project(s); and

WHEREAS, LPS desires that LACFCD execute the anticipated Grant Agreement with DWR and perform the role of Grantee therein on LPS's behalf so that LPS can receive and benefit from the Proposition 84 grant funds for its Project(s) in the amount to be identified in Exhibit C to the Grant Agreement;

WHEREAS, LACFCD and LPS desire to enter into this Agreement to clarify their respective responsibilities with respect to the anticipated grant from DWR and the Parties' responsibilities pursuant to the Grant Agreement; specifically, the Parties intend that LACFCD'S role will be to administer the grant funding and submit documentation required under the Grant Agreement to DWR on behalf of LPS. LPS will be responsible for all other activities required under the Grant Agreement related to its Project(s), including, but not limited to, construction, monitoring, project management, operations and maintenance, and legal compliance; and

WHEREAS, LPS has agreed to allow LACFCD to withhold two and a half percent (2.5 percent) of the invoiced grant amount upon payment by DWR to LACFCD for the Project as reimbursement to LACFCD for its administrative efforts, management, and project oversight efforts with respect to the IRWM Grant.

WHEREAS the PARTIES acknowledge that although LACFCD will serve as Grantee under the Grant Agreement, LACFCD will have no project which will receive grant funding under the Grant Agreement, and will have a limited role with respect to the Project(s) as defined herein and in the Grant Agreement. Further, LACFCD will not approve any aspect of the Project(s) or provide any resources related to implementation of the Project(s) outside of grant funding, if any, which is provided to LACFCD from DWR, specifically for the Project(s).

NOW, THEREFORE, LACFCD and LPS hereby agree as follows:

LACFCD'S RESPONSIBILITIES

Section (1) LACFCD AGREES TO:

- (1) Provide staff to oversee grant administration, manage grant funds, and provide project oversight as related to the grant.
- (2) Establish an independent account to manage the grant funds for each Project and will include routine updates to the balance and activities of each account.

- (3) Receive from LPS and submit to DWR the reports and information prepared and provided by LPS for each Project as requested by LACFCD and/or as required under the Grant Agreement.
- (4) LACFCD may execute amendments to the Grant Agreement on behalf of the LPS, upon written request and approval by LPS and after LPS negotiates with DWR.
- (5) Process grant reimbursement requests submitted by LPS, including submission of such requests to DWR and, only upon receipt of funds from DWR related to the invoices submitted, provide reimbursement to LPS, less two and a half percent (2.5 percent) of the invoiced amount paid for the Project for grant administration and other activities identified in Section (1)(1) above. All required reimbursements shall be paid to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.

LACFCD agrees to the above responsibilities for as long as the Grant Agreement remains in effect.

LPS RESPONSIBILITIES

Section (2) LPS AGREES TO:

- (1) Retain sole and full responsibility for all aspects of LPS'S Project(s) as identified in the Grant Agreement, including any approved amendments, including, but not limited to: planning, design, review and approval of plans, specifications, bid documents and construction documents, implementation, construction, management, project oversight, monitoring, inspections, operation and maintenance, submission of project reimbursement billing requests, provision of reports, notifications and notices, compliance with all legal requirements related to the Project(s) such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project(s) for the lifetime of the Project notwithstanding any early termination of this Agreement.
- (2) Plan, design, construct and continuously operate and maintain LPS'S Projects(s) pursuant to LPS'S Work Plan as identified in Exhibit A to the Grant Agreement. LPS agrees to notify LACFCD and receive LACFCD'S written approval as well as that of DWR in advance of implementing any proposed changes to LPS'S Project, including proposed future changes to the Work Plan.
- (3) Comply with all terms, provisions and commitments contained in the Grant Agreement, including all exhibits and attachments thereto, applicable to LPS or to LACFCD as Grantee or to representatives of Grantee under the Grant Agreement, whether or not herein specifically referenced, (with the exception of responsibilities identified in Section (1)(1) above which are solely responsibilities of LACFCD) for the lifetime of the Project(s). The Parties agree that responsibilities of LPS, Grantee, representatives of Grantee or activities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, shall remain the sole responsibility of LPS, with the exception of activities herein listed as LACFCD'S RESPONSIBILITIES. Responsibilities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, and for which the LPS is solely responsible for include, but are not limited to:

- (a) Comply with all applicable environmental requirements pertaining to the Project, including, but not limited to, the California Environmental Quality Act (CEQA), the State CEQA Guidelines and, if applicable, the National Environmental Policy Act (NEPA). Submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits, including, but not limited to, DWR'S Environmental Information Form. The Parties agree that LACFCD is not responsible for any aspect of environmental compliance with respect to the Project including any proposed future changes to LPS'S Project and no project may be implemented absent LPS's compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS agrees to submit written confirmation to LACFCD, in a format to be specified by LACFCD, that it has complied with all requirements of the Grant Agreement, including, but not limited to compliance with CEQA and, as applicable, NEPA for LPS'S Project, including all work covered under the invoice.
- (b) Comply with all applicable California Labor Code requirements, including prevailing wage provisions, and adopt and enforce a Department of Industrial Relations certified Labor Compliance Program meeting the requirements of Labor Code Section 1771.5 for projects funded by Proposition 84. LPS shall keep informed of legislative changes and take all measures necessary to ensure compliance with California Labor Code requirements.
- (c) Comply with Urban Water Management Planning (UWMP) Act requirements, (CWC §10610-10656), and the requirements CWC §10608.16-10608.44, if the LPS is an urban water supplier. Submit a 2010 Urban Water Management Plan (UWMP) to DWR, if yet to be submitted. LPS acknowledges that DWR may withhold execution of the grant agreement or disbursing grant funds until each urban water supplier's 2010 UWMP is received and accepted by DWR.
- (d) Conform to the requirements of an adjudication of water rights or demonstrate active participation to the implementation of a Groundwater Management Plan that is in compliance with CWC §10753.7, if the LPS'S project is regarding groundwater management or recharge, or has potential groundwater impacts.
- (4) Demonstrate availability of funds to complete the project by submitting the most recent three years of audited financial statements and provide cost share funding match for the LPS'S project in the amount identified in Exhibit C of the Grant Agreement.
- (5) Ensure that any and all permits, licenses and approvals required for its Project(s) are obtained in a timely manner and maintained in effect as legally required.
- (6) Submit not more than one reimbursement request per month to LACFCD, in the

format specified by LACFCD, executed by an authorized individual at LPS who is knowledgeable of the information and certifies and warrants the accuracy of the information contained in the reimbursement request.

- (7) Allow LACFCD to withhold two and a half percent (2.5 percent) of the invoiced grant amount as paid by DWR for the Project as reimburseable to LACFCD for its grant administrative services as described in Section (1)(1) above.
- (8) Prepare, provide and ensure accuracy of all deliverables, reports, documentation, notifications, notices and information related to the Project as required under the Grant Agreement and/or requested by LACFCD to assist LACFCD and to enable LACFCD or LPS to provide information required under the Grant Agreement to DWR in a prompt and timely manner, in accordance with the provisions of the Grant Agreement.
- (9) Inform DWR and the LACFCD of any material changes related to the Project(s) as soon as possible, including, but not limited to, the progress of construction, Project budget(s), and Project Benefits, through reporting process or other methods established by DWR and/or the LACFCD.
- (10) Repay the LACFCD any amount owed to DWR within 30 days of written notification, if for any reason DWR determines that LPS's project(s) is no longer entitled to grant funds.
- (11) Provide regular and ongoing inspections of construction work in progress and be responsible to keep work under control. Authorize LACFCD to inspect the Project(s) at LACFCD'S discretion to review the progress of the Project(s).
- (12) Accept all liabilities and hold LACFCD legally and financially harmless if it is determined by court of law that LPS'S allocation and use of the grant and matching funds is in violation of any applicable statutes, regulations, ordinances, guidelines, or requirements, including, but not limited to, grant requirements, and/or requirements governing contracting, and subcontracting, unless such violation(s) is due to LACFCD'S willful misconduct.
- (13) Retain sole responsibility for persons performing work related to the Project, including but not limited to, employees, contractors, subcontractors, suppliers and providers of services.
- (14) Maintain sole responsibility for any and all disputes arising out of contracts for implementation of the Project(s), including, but not limited to, payment disputes involving representatives of LPS, contractors and subcontractors. LPS acknowledges that LACFCD will not mediate or be involved with disputes between LPS and any other entity concerning responsibility for performance of work related to the Project.
- (15) Comply with all Basic Conditions and Conditions for Disbursement set forth in the Grant Agreement at all times.

- (16) Designate in writing a Project Manager with the full authority to act on behalf of LPS on any matter related to the Project(s), and advise LACFCD and DWR immediately in writing of any change in Project Manager.

Section (3) TERMINATION OF AGREEMENT

- (1) This Agreement shall remain in effect while the Grant Agreement or any provision of the Grant Agreement remains in effect. LPS'S indemnification will remain in effect for the lifetime of Project(s). Following termination of the Grant Agreement, LPS shall remain solely responsible for any liability, costs or expenses related to its Project(s), including any request for repayment by DWR related to LPS'S Project(s) and/or any other costs, fees and/or penalties, such as costs related to allegations of default under Section 13 of the Grant Agreement, which may be asserted against LACFCD by DWR related to the LPS'S Project(s). LPS acknowledges that in no event shall LACFCD be responsible for any liability, costs, or expenses related to LPS'S Project(s) or for the performance of work on or the operation or maintenance of, the completed Project(s) as a result of the termination of the Grant Agreement or for any other reason.

Section (4) GENERAL INDEMNIFICATION

- (1) LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts to which the Board of Supervisors for the County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or relating to: acts or omissions of the LPS related to its Project(s) and/or any acts or omissions of LACFCD made on behalf of or for the benefit of LPS pursuant to this Agreement, including, but not limited to, LACFCD'S actions or activities in administering the grant funding and other LACFCD responsibilities set forth in Section (1)(1), but not including any acts or omissions of the LACFCD that involve the LACFCD'S active negligence or willful misconduct. As part of this indemnity, LPS agrees not to seek any funding from LACFCD other than funds provided by DWR to LACFCD specifically identified for LPS'S Project(s), regardless of the failure, for whatever reason, by DWR to fund all or part of its grant commitment related to the Project, including any withholding of all or a portion of grant funds by DWR and/or any request for repayment of funds by DWR and/or LACFCD as specified in the Grant Agreement. Liability arising from the active negligence or willful misconduct of LACFCD is excluded under this section. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).
- (2) LACFCD shall indemnify, defend, and hold harmless LPS, its successors and assigns, officers, employees, and agents from and against any and all liability,

including, but not limited to, defense costs, demands, claims, allegations of default or breach of this Agreement, including actions, fees, costs and expenses arising from or relating to: active negligence or willful misconduct in LACFCD'S performance of LACFCD'S RESPONSIBILITIES under this Agreement. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement.

- (3) LPS understands and agrees that it has complied and continues to comply with the requirements set forth in CEQA and the State CEQA Guidelines for its Project(s). LPS understands and agrees that it is ultimately and solely responsible for compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project. Prior to submission of each invoice to LACFCD pursuant to this Agreement, LPS will confirm in writing to LACFCD, in a format to be specified by LACFCD, that it has complied with CEQA and applicable NEPA requirements for LPS'S Project, including all work covered under each invoice, and shall provide appropriate evidence of its compliance. In addition, LPS agrees to submit written confirmation of CEQA and applicable NEPA compliance prior to implementing any future changes to its Project. LPS hereby agrees to indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project(s) that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines, the NEPA and/or other Federal, State, and local laws, rules, and regulations, guidelines, and requirements for the Project while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or the Agreement and shall remain in effect during the lifetime of the Project.

Section 7.5 CHILD SUPPORT LAWS

- (1) LACFCD'S Policy on Child Support Laws

LPS acknowledges that LACFCD places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LPS understands that it is LACFCD'S policy to encourage all LACFCD contractors to voluntarily post LACFCD'S Los Angeles Most Wanted, Delinquent Parents List, in a prominent position at LPS place of business.

- (2) Child Support Compliance Program

As required by LACFCD'S Child Support Compliance Program (County Code Chapter 2.200), LPS shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or LACFCD Attorney Notice of Wage Earnings Assignment for

Child or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

(3) Termination for Noncompliance with Child Support Requirements

LPS shall maintain compliance with requirements of LACFCD'S Child Support Compliance Program as certified in LPS'S Child Support Compliance Program Certification and as set forth in this Agreement. Failure of LPS to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within ninety (90) days of notice by LACFCD shall be grounds upon which LACFCD may give notice of termination and terminate this Agreement.

Section (6) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- (1) LPS shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Section (7) PROHIBITION AGAINST USE OF CHILD LABOR

LPS shall:

- (1) Not knowingly sell or supply to LACFCD any products, goods, supplies or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,
- (2) Upon request by LACFCD, provide the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and,
- (3) Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.

Should LPS discover that any products, goods, supplies, or other personal property sold or supplied by LPS to LACFCD are produced in violation of any international child labor conventions, LPS shall immediately provide an alternative, compliant source of supply.

Failure by LPS to comply with provisions of this clause will be grounds for immediate cancellation of this Agreement.

Section (8) TERMINATION FOR IMPROPER CONSIDERATION

LACFCD may, by written notice to LPS, immediately terminate the right of LPS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by LPS, either directly or through an intermediary, to any LACFCD officer, employee, or agent

with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to LPS performance pursuant to this Agreement. In the event of such termination, LACFCD shall be entitled to pursue the same remedies against LPS as it could pursue in the event of default by LPS.

LPS shall immediately report any attempt by a LACFCD officer or employee to solicit such improper consideration. The report shall be made either to LACFCD manager charged with the supervision of the employee or to LACFCD Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

Section (9) NOTIFICATION

- (1) Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and

- (a) shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address:

LACFCD:

Mr. Phil Dardar, Principal Engineer
Watershed Management Division, 11th Floor
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

LPS:

_____, Project Manager

- (b) or when LACFCD establishes a process to electronically upload some of the above-stated information via the Web, the LPS shall submit the information accordingly as directed by LACFCD.

Section (10) MUTUAL COVENANTS

- (1) Governing Law: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- (2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both Parties. This Agreement shall not be amended or modified by oral agreements or understandings between the Parties or by any acts or conduct of the Parties. Notwithstanding the above, the Parties agree that any amendment to the Grant Agreement shall become part of this Agreement upon the provision of written notice to the LPS without the necessity of further written agreement between the Parties absent the immediate provision of written objection by LPS to LACFCD.
- (3) Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.
- (4) No Third Party Beneficiary, Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- (5) Waiver: No waiver of any breach or default by any Party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any Party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- (6) Covenant: All provisions of this AGREEMENT, whether covenants or conditions, on the part of LPS shall be deemed to be both covenants and conditions.
- (7) Interpretation: All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting Party simply by virtue of having drafted the ambiguous provision.
- (8) Assignment: No Party shall assign this Agreement or any of such Party's interest, rights, or obligations, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.
- (9) Manner of Execution: The Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.

- (10) Relationship of Parties: The Parties are, and at all times shall remain as to each other, wholly independent entities. No Party to this Agreement shall have the power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- (11) Successors: This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each Party.

Section (11) NEGATION OF PARTNERSHIP

Nothing in this Agreement shall be construed to render LACFCD in any way or for any purpose a partner, joint venturer, or associate in any relationship with LPS, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party unless expressly provided in this Agreement.

Section (12) SAVINGS CLAUSE

If any provision or provisions of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall continue in full force and effect and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in this Agreement.

Section (13) AUTHORITY TO ENTER INTO AGREEMENT

Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this Agreement on behalf of such Party.

Section (14) LACFCD LOBBYISTS

Each LACFCD lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by LPS shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. LPS's signature on the Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any LACFCD lobbyist retained by LPS to fully comply with the County Lobbyists Ordinance shall constitute a material breach of this Agreement upon which LACFCD may immediately terminate or suspend this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the LPS on _____, 2012, and by the LACFCD on _____, 2012.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM

JOHN F. KRATZ
County Counsel

By _____
Deputy

Agency (LPS)

By _____

Name and Title

APPROVED AS TO FORM:
(NAME)

By _____

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GLAC IRWM: Prop 84 Implementation Grant Funding (Round1)
*****Final Regional Suite of Projects*****

	Project Name	Agency	Subregion	Brief Description of the Project	Total Capital Cost	Grant Funding Requested
1	Leo J. Vander Lans Advanced Water Treatment Plant Expansion	Water Replenishment District	Lower LA/SG	Expand Water Recycling plant to double the capacity of existing treatment process (microfiltration, reverse-osmosis, and ultraviolet light) and add advanced oxidation. Deliver highly treated recycled water to Alamitos Seawater Intrusion Barrier, fully replacing imported water demand at the barrier. Existing facility was implemented with consideration for expansion.	\$ 29,165,262	\$ 4,676,040
2	Penmar Water Quality Improvement and Runoff Reuse Project	City of Los Angeles	South Bay	Installation of hydrodynamic separators, underground detention tank, chlorination facility, pump station and overflow systems. Off-site surface runoff will be diverted to project site. The diverted runoff shall be treated/disinfected. The disinfected effluent will be pumped through a smart irrigation system to decrease the current landscaping irrigation demand.	\$ 22,169,775	\$ 2,112,985
3	Citywide Smart Irrigation Control Park Water Replacement	City of Calabasas	North SM Bay	Installation of a smart irrigation control system using ET technology at all city facilities, parks, street medians and parkways. It benefits two watersheds: Los Angeles River and Malibu Creek. Project reduces city irrigation usage by approximately 25% and reduces urban run-off.	\$ 744,157	\$ 620,000
4	Tujunga Spreading Grounds Enhancement Project	Los Angeles, Dept of Water and Power	Upper LA	Tujunga Spreading Grounds Enhancement Project will improve water supply, water quality, flood control, and open space enhancements, native habitat, and wetlands with passive recreational and educational opportunities.	\$ 22,011,656	\$ 3,000,000
5	Covina Irrigating Company Surface Water Treatment Plant Improvements	Covina Irrigating Company	Upper San Gabriel	Temple Water Treatment Plant treats local surface water and cannot meet new water quality regulations. Project includes improvements to the existing filtration facility and the addition of UV/Chloramination equipment to control DBP formation and prevent pathogen contamination of finished drinking water.	\$ - 7,616,904	\$ 2,376,020
6	Whittier Narrows Conservation Pool Project	Water Replenishment District	Lower LA/SG	Increase maximum Conservation Pool elevation behind the Whittier Narrows Dam from 201.6' to 205' to reuse / recharge locally available stormwater into Central Groundwater Basin. USACE requires updated Feasibility Study and environmental documents for 205' level. Project involves only operational changes to the dam; no physical improvements are required.	\$ 1,701,505	\$ 576,000
7	Water and Energy Efficiency in the Multi-Family and Hotel Sectors	West Basin MWD	North SM Bay	Program directly installs water/energy efficiency devices in hotel/motel and multi-family dwellings. Replacement includes high-efficiency toilets, high-efficiency urinals, weather-based irrigation controllers, CFL bulbs, low-flow showerheads, and kitchen and bathroom sink aerators.	\$ 566,100	\$ 452,880
8	16th Street Watershed Runoff Use Demonstration Project	City of Santa Monica	South Bay	2 or 3 stage treatment, storage, infiltration and/or reuse project for all dry weather runoff, and up to 80% wet weather. Primary stage to remove trash, debris, and sediments. Secondary stage to filter out soluble pollutants, like heavy metals and organics, oil and grease. Final stage for storage and reuse, overflow to infiltration zone.	\$ 2,062,792	\$ 1,013,085

GLAC IRWM: Prop 84 Implementation Grant Funding (Round1)
*****Final Regional Suite of Projects*****

	Project Name	Agency	Subregion	Brief Description of the Project	Total Capital Cost	Grant Funding Requested
9	Hahamonga Basin Multi-Use Project	City of Pasadena	Upper LA	Hahamonga Basin Multi-Use Project will improve water supply and ecosystem health through removal of sediment in basin, replacement of intake dam, habitat restoration, and open space/recreational trail improvements.	\$ 8,216,999	\$ 3,271,000
10	San Antonio Spreading Grounds Improvements	Three Valleys MWD	Upper San Gabriel	San Antonio Spreading Grounds, Phase 1A - Extend Pipeline n/w in to spreading grounds to increase amount of conjunctive use water to be stored/used. Precludes property from development in the long-term thereby preserving sensitive habitat.	\$ 5,587,308	\$ 2,876,020
11	Model Equestrian Center	City of Rolling Hills Estates	South Bay	Retain stormwater on site and direct drainage away from horse areas, structural controls for integrated pest mgmt (IPM), landscape & exterior design to reduce heat islands, water conservation including cisterns for roof runoff for landscape irrigation, drought-tolerant landscaping and native plant buffers, trail connectivity, interpretive signage.	\$ 1,367,409	\$ 1,012,985
12	Storm Drain Improvements & Installation of Infiltration Chambers on Hawthorne Boulevard	City of Hawthorne	South Bay	Drainage improvements along Hawthorne Boulevard between El Segundo Boulevard and Rosecrans Avenue, and installation of filtering devices to improve flood management and enhance the quality of storm drain runoff. BMPs will be implemented, bringing this area into compliance with State and Federal requirements.	\$ 10,393,257	\$ 1,112,985
13	Central Los Angeles County - Regional Water Recycling Program	Los Angeles, Dept of Water and Power	Upper LA	Central Los Angeles County - Regional Water Recycling Project will maximize the beneficial uses of an additional 13,000 AFY of recycled water available at LAGWRP.	\$ 10,289,247	\$ 2,500,000

Total for GLAC IRWM Suite of Projects:

\$ 121,892,371 \$ 25,600,000

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works		
Grant Project Title and Description		
Proposition 84 Implementation Grant, Round 1 This \$25.6 million grant, upon Board acceptance, will partially fund 13 projects in the Greater Los Angeles County Region, to enhance water supply, water quality, and other water management areas.		
Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CA Department of Water Resources	Proposition 84	Spring 2013
Total Amount of Grant Funding: \$25,600,000		County Match: N/A
Grant Period: five years	Begin Date: Upon Board Acceptance	End Date: 12/30/17
Number of Personnel Hired Under This Grant: 0	Full Time:	Part Time:
Obligations Imposed on the County When the Grant Expires		
Will all personnel hired for this program be informed this is a grant-funded program? N/A	Yes___	No___
Will all personnel hired for this program be placed on temporary ("N") items? N/A	Yes	No
Is the County obligated to continue this program after the grant expires?	Yes	No X
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes	No X
b.) Identify other revenue sources (describe below)	Yes	No X
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	No X
Impact of additional personnel on existing space:		
N/A		
Other requirements not mentioned above:		
The LACFCD will administer this grant that will partially fund 13 projects in the Greater Los Angeles County Region. None of these projects is a LACFCD or DPW project.		

Department Head Signature

Yani Farmer

Date: 12-11-12